



## Village Comparison Document

Retirement Villages Act 1999 (Section 74)

ABN: 86 504 771 740

This form is effective from 16 November 2021



### JANOAH GARDENS RETIREMENT VILLAGE

#### Important information for the prospective resident

- The Village Comparison Document gives general information about the retirement village accommodation, facilities and services, including the general costs of moving into, living in and leaving the retirement village. This makes it easier for you to compare retirement villages.
- The *Retirement Villages Act 1999* requires a retirement village scheme operator to:
  - provide a copy of the Village Comparison Document to a prospective resident of the retirement village within seven days of receiving a request
  - include a copy of the Village Comparison Document with any promotional material given to a person, other than through a general distribution (e.g. mail-out)
  - publish the Village Comparison Document on the village's website so that the document, or a link to it appears prominently on each page of the website that contains, or has a link to, marketing material for the village
- You can access a copy of this Village Comparison Document on the village website at <https://bethanycc.org.au/location/janoah-gardens/independent-living>
- All amounts in this document are GST-inclusive, unless stated otherwise where that is permitted by law.

#### Notice for prospective residents

Before you decide whether to live in a retirement village, you should:

- Seek independent legal advice about the retirement village contract – there are different types of contracts and they can be complex
- Find out the financial commitments involved – in particular, you should understand and consider ingoing costs, ongoing fees and charges (which can increase) and how much it will cost you when you leave the village permanently
- Consider any impacts to any pensions, rate subsidies and rebates you currently receive
- Consider what questions to ask the village manager before signing a contract
- Consider whether retirement village living provides the lifestyle that is right for you. Moving into a retirement village is very different to moving into a new house. It involves buying into a village with communal facilities where usually some of the costs of this lifestyle are deferred until you leave the village. These deferred costs when you leave your unit may be significant.
- Seek further information and advice to help with making a decision that is right for you. Some useful contacts are listed at the end of this document, including:
  - Queensland Retirement Village and Park Advice Service (QRVPAS) which provides free information and legal assistance for residents and prospective residents of retirement village. See [www.caxton.org.au](http://www.caxton.org.au) or phone 07 3214 6333.
  - The Queensland Law Society which can provide a list of lawyers who practice retirement village law. See [www.qls.com.au](http://www.qls.com.au) or phone: 1300 367 757.

### More information

- If you decide to move into a retirement village, the operator will provide you with a Prospective Costs Document for your selected unit, a residence contract and other legal documents.
- By law, you must have a copy of the Village Comparison Document, the Prospective Costs Document, the village by-laws, your residence contract and all attachments to your residence contract for at least 21 days before you and the operator enter into the residence contract. This is to give you time to read these documents carefully and seek professional advice about your legal and financial interests. You have the right to waive the 21-day period if you get legal advice from a Queensland lawyer about your contract.

**The information in this Village Comparison Document is correct as at 31 October 2020 and applies to prospective residents.**

**Some of the information in this document may not apply to existing residence contracts.**

### Part 1 – Operator and management details

#### 1.1 Retirement village location

Retirement Village Name: Janoah Gardens Retirement Village  
Street Address: 11 Audell Street  
Suburb: Manly West..... State: QLD .....Post Code: 4179 .....

#### 1.2 Owner of the land on which the retirement village scheme is located

Name of land owner: Bethany Christian Care  
Australian Business Number (ABN): 28 041 667 312  
Address: 333 Underwood Road  
Suburb: Eight Mile Plains... State: QLD .....Post Code: 4113

#### 1.3 Village operator

Name of entity that operates the retirement village (scheme operator)  
Bethany Christian Care  
Australian Business Number (ABN): 28 041 667 312  
Address: 333 Underwood Road  
Suburb: Eight Mile Plains... State: QLD .....Post Code: 4113  
Date entity became operator: 1990  
Is there an approved transition plan for the village?  
 Yes  No  
*A written transition plan approved by the Department of Housing and Public Works is required when an existing operator is transitioning control of the retirement village scheme's operation to a new operator.*  
Is there an approved closure plan for the village?  
 Yes  No

	<p><i>A written closure plan approved by the residents of the village (by a special resolution at a residents meeting) or by the Department of Housing and Public Works is required if an operator is closing a retirement village scheme. This includes winding down or stopping to operate the village, even temporarily.</i></p>
<p><b>1.4 Village management and onsite availability</b></p>	<p>Name of village management entity and contact details</p> <p>Bethany Christian Care</p> <p>Australian Business Number (ABN): 28 041 667 312</p> <p>Phone: (07) 3737 5080...Email: bethany@bethanycc.org.au</p> <p>An onsite manager (or representative) is available to residents:</p> <p><input type="checkbox"/> Full time</p> <p><input checked="" type="checkbox"/> Part time</p> <p><input type="checkbox"/> By appointment only</p> <p><input type="checkbox"/> None available</p> <p><input type="checkbox"/> Other .....</p> <p>Onsite availability includes:</p> <p>Weekdays: Monday-Friday</p> <p>Weekends : N/A</p>
<p><b>Part 2 – Age limits</b></p>	
<p><b>2.1 What age limits apply to residents in this village?</b></p>	<p>Minimum aged of 70 years</p>
<p><b>ACCOMMODATION, FACILITIES AND SERVICES</b></p>	
<p><b>Part 3 – Accommodation units: Nature of ownership or tenure</b></p>	
<p><b>3.1 Resident ownership or tenure of the units in the village is:</b></p>	<p><input type="checkbox"/> Freehold (owner resident)</p> <p><input type="checkbox"/> Lease (non-owner resident)</p> <p><input checked="" type="checkbox"/> Licence (non-owner resident)</p> <p><input type="checkbox"/> Share in company title entity (non-owner resident)</p> <p><input type="checkbox"/> Unit in unit trust (non-owner resident)</p> <p><input type="checkbox"/> Rental (non-owner resident)</p> <p><input type="checkbox"/> Other</p>

**Accommodation types**

**3.2 Number of units by accommodation type and tenure** There are 104 units in the village, comprising 84 single storey units; 20 units in multi-storey building with 2 levels

Accommodation Unit	Freehold	Leasehold	Licence	Other
Independent living units				
Studio				
- One bedroom			10	
- Two bedrooms			73	
- Three bedrooms			1	
Serviced units				
- Studio				
- One bedroom			20	
- Two bedrooms				
- Three bedrooms				
Other				
Total number of units			104	

**Access and design**

**3.3 What disability access and design features do the units and the village contain?**

Level access from the street into and between all areas of the unit (i.e. no external or internal steps or stairs) in  all  some units

Alternatively, a ramp, elevator or lift allows entry into  all  some units

Step-free (hobless) shower in  all  some units

Width of doorways allow for wheelchair access in  all  some units

Toilet is accessible in a wheelchair in  all  some units

Other key features in the units or village that cater for people with disability or assist residents to age in place: Grab rails in bathrooms/toilets in some units (and, if not, approval given upon request).

None

## Part 4 – Parking for residents and visitors

<p><b>4.1 What car parking in the village is available for residents?</b></p>	<p><input checked="" type="checkbox"/> 84 units with own garage or carport attached or adjacent to the unit</p> <p><input checked="" type="checkbox"/> 4 units with own garage or carport separate from the unit</p> <p><input type="checkbox"/> units with own car park space adjacent to the unit</p> <p><input type="checkbox"/> units with own car park space separate from the unit</p> <p><input checked="" type="checkbox"/> General car parking for residents in the village</p> <p><input type="checkbox"/> Other parking e.g. caravan or boat</p> <p><input type="checkbox"/> units with no car parking for residents</p> <p><input type="checkbox"/> No car parking for residents in the village</p> <p>Restrictions on resident's car parking include: N/A</p>
<p><b>4.2 Is parking in the village available for visitors?</b></p> <p>If yes, parking restrictions include</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Subject to availability on the day.</p>

## Part 5 – Planning and development

<p><b>5.1 Is construction or development of the village complete?</b></p>	<p>Year village construction started: 1989</p> <p><input checked="" type="checkbox"/> Fully developed / completed</p> <p><input type="checkbox"/> Partially developed / completed</p> <p><input type="checkbox"/> Construction yet to commence</p>
<p><b>5.2 Is there development approval or a development application pending for further development or redevelopment of the village?</b></p> <p>If yes to either:</p> <ul style="list-style-type: none"> <li>Provide details and timeframe of development or proposed development, including the final number and types of units and any new facilities.</li> </ul>	<p>Development approval granted</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Development application pending</p> <p><input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p> <p>Note: see notice at end of document regarding inspection of the development approval documents.</p>

## Part 6 – Facilities onsite at the village

### 6.1 The following facilities are currently available to residents:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Activities or games room<br><input checked="" type="checkbox"/> Arts and crafts room<br><input checked="" type="checkbox"/> Auditorium<br><input checked="" type="checkbox"/> BBQ area outdoors<br><input type="checkbox"/> Billiards room<br><input type="checkbox"/> Bowling green [indoor/outdoor]<br><input type="checkbox"/> Business centre (e.g. computers, printers, internet access)<br><input type="checkbox"/> Chapel / prayer room<br><input checked="" type="checkbox"/> Communal laundries<br><input checked="" type="checkbox"/> Community room or centre<br><input checked="" type="checkbox"/> Dining room<br><input checked="" type="checkbox"/> Gardens<br><input type="checkbox"/> Gym<br><input checked="" type="checkbox"/> Hairdressing or beauty room<br><input checked="" type="checkbox"/> Library | <input checked="" type="checkbox"/> Medical consultation room<br><input type="checkbox"/> Restaurant<br><input type="checkbox"/> Shop<br><input type="checkbox"/> Swimming pool [indoor / outdoor] [heated / not heated]<br><input type="checkbox"/> Separate lounge in community centre<br><input checked="" type="checkbox"/> Spa [indoor /heated]<br><input type="checkbox"/> Storage area for boats / caravans<br><input type="checkbox"/> Tennis court [full/half]<br><input checked="" type="checkbox"/> Village bus or transport<br><input type="checkbox"/> Workshop<br><input checked="" type="checkbox"/> Other: Croquet lawn; Cafe |
|--|---|

**Details about any facility that is not funded from the General Services Charge paid by residents or if there are any restrictions on access or sharing of facilities (e.g. with an aged care facility).**

No access restrictions but sharing of some spaces with aged care facility.

### 6.2 Does the village have an onsite, attached, adjacent or co-located residential aged care facility?

Yes  No

**Name of residential aged care facility and name of the approved provider:**

Janoah Gardens Aged Care Facility.

**Note:** Aged care facilities are not covered by the *Retirement Villages Act 1999 (Qld)*. The retirement village operator cannot keep places free or guarantee places in aged care for residents of the retirement village. To enter a residential aged care facility, you must be assessed as eligible by an Aged Care Assessment Team (ACAT) in accordance with the *Aged Care Act 1997 (Cwth)*. Exit fees may apply when you move from your retirement village unit to other accommodation and may involve entering a new contract.

**Part 7 – Services**

**7.1 What services are provided to all village residents (funded from the General Services Charge paid by residents)?**

- (a) operating the Village for the benefit and enjoyment of residents;
- (b) providing, operating and managing the community areas and facilities;
- (c) gardening and landscaping;
- (d) maintaining the security system, emergency call system and/or safety equipment (if any);
- (e) cleaning, maintenance, repairs of and to the community areas and facilities;
- (f) maintenance, repairs of and to the Accommodation Unit and items inside the Accommodation Unit (except where this is the responsibility of a resident);
- (g) engaging staff and contractors necessary for the operation of the Village, which may include administrative, maintenance and cleaning personnel;
- (h) arranging for payroll, accounting/auditing and legal services necessary for the operation of the Village;
- (i) maintaining any licences required in relation to the Village;
- (j) paying operating costs in connection with the ownership and operation of the Village;
- (k) maintaining insurances relating to the Village that are required by the Act or contemplated by the Residence Contract or that we otherwise deem appropriate;
- (l) complying with the Act; and
- (m) any other general services funded via a budget of operating costs for a financial year.

**7.2 Are optional personal services provided or made available to residents on a user-pays basis?**

- Yes    No
- Nursing and personal care
  - Domestic services
  - Shopping
  - Meals
  - Home modifications
  - Companionship
  - Disability services/ care
  - Alzheimer/ dementia care
  - Allied Health (podiatry, physiotherapy, dietician)
  - Drivers Licence assessment
  - Home Care packages (Government funded)
- (All available through River Healthcare under Commonwealth Home Support Program or Home Care packages or on a user-pay basis)

<p><b>7.3 Does the retirement village operator provide government funded home care services under the <i>Aged Care Act 1997 (Cwth)</i>?</b></p>	<p><input type="checkbox"/> Yes, the operator is an Approved Provider of home care under the <i>Aged Care Act 1997</i> (Registered Accredited Care Supplier – RACS ID number .....)</p> <p><input checked="" type="checkbox"/> Yes, home care is provided in association with an Approved Provider: River Healthcare</p> <p><input type="checkbox"/> No, the operator does not provide home care services, residents can arrange their own home care services</p>
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**Note:** Some residents may be eligible to receive a Home Care Package, or a Commonwealth Home Support Program subsidised by the Commonwealth Government if assessed as eligible by an aged care assessment team (ACAT) under the *Aged Care Act 1997 (Cwth)*. These home care services are not covered by the *Retirement Villages Act 1999 (Qld)*.  
**Residents can choose their own approved Home Care Provider and are not obliged to use the retirement village provider, if one is offered.**

**Part 8 – Security and emergency systems**

<p><b>8.1 Does the village have a security system?</b></p> <p>If yes:</p> <ul style="list-style-type: none"> <li>the security system details are:</li> <li>the security system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Serviced Apartment building locked at night with resident access via key or intercom.</p> <p>N/A</p>
<p><b>8.2 Does the village have an emergency help system?</b></p> <p>If yes or optional:</p> <ul style="list-style-type: none"> <li>the emergency help system details are:</li> <li>the emergency help system is monitored between:</li> </ul>	<p><input checked="" type="checkbox"/> Yes - all residents      <input type="checkbox"/> Optional      <input type="checkbox"/> No</p> <p>24/7 emergency call system externally monitored. Residents activate using pendant of Alarm Unit</p> <p>24 hours a day, 7 days per week.</p>
<p><b>8.3 Does the village have equipment that provides for the safety or medical emergency of residents?</b></p> <p>If yes, list or provide details e.g. first aid kit, defibrillator</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>First Aid Kit</p>



## COSTS AND FINANCIAL MANAGEMENT

### Part 9 – Ingoing contribution - entry costs to live in the village

*An ingoing contribution is the amount a prospective resident must pay under a residence contract to secure a right to reside in the retirement village. The ingoing contribution is also referred to as the sale price or purchase price. It does not include ongoing charges such as rent or other recurring fees.*

<b>9.1 What is the estimated ingoing contribution (sale price) range for all types of units in the village</b>	<b>Accommodation Unit</b>	<b>Range of ingoing contribution</b>
	Independent living units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$325,000 to \$330,000
	- Two bedrooms	\$355,000 to \$370,000
	- Three bedrooms	\$395,000 to \$420,000
	Serviced units	
	- Studio	\$ ..... to \$.....
	- One bedroom	\$200,000 to \$222,000
	- Two bedrooms	\$ ..... to \$.....
	- Three bedrooms	\$ ..... to \$.....
	Other	\$ ..... to \$.....
	<b>Full range of ingoing contributions for all unit types</b>	<b>\$200,000 to \$420,000</b>

<b>9.2 Are there different financial options available for paying the ingoing contribution and exit fee or other fees and charges under a residence contract?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes: specify or set out in a table how the contract options work e.g. pay a higher ingoing contribution and less or no exit fee.	Where Ingoing Contribution is less than the “Current List Price” (as cited in Residence Contract), Exit Fee is calculated on “Current List Price”. Foregone interest (by reason of ingoing contribution being lower than “Current List Price”) is also payable (in addition to Exit Fee).

<b>9.3 What other entry costs do residents need to pay?</b>	<input type="checkbox"/> Transfer or stamp duty <input type="checkbox"/> Costs related to your residence contract <input type="checkbox"/> Costs related to any other contract e.g. .... <input type="checkbox"/> Advance payment of General Services Charge <input type="checkbox"/> Other costs
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## Part 10 – Ongoing Costs - costs while living in the retirement village

**General Services Charge:** Residents pay this charge for the general services supplied or made available to residents in the village, which may include management and administration, gardening and general maintenance and other services or facilities for recreation and entertainment described at 7.1.

**Maintenance Reserve Fund contribution:** Residents pay this charge for maintaining and repairing (but not replacing) the village's capital items e.g. communal facilities, swimming pool. This fund may or may not cover maintaining or repairing items in your unit, depending on the terms of your residence contract.

The budgets for the General Services Charge and the Maintenance Reserve Fund are set each financial year and these amounts can increase each year. The amount to be held in the Maintenance Reserve Fund is determined by the operator using a quantity surveyor's report.

**Note:** The following ongoing costs are all stated as weekly amounts to help you compare the costs of different villages. However, the billing period for these amounts may not be weekly.

### 10.1 Current weekly rates of General Services Charge and Maintenance Reserve Fund contribution

Type of Unit	General Services Charge (weekly)	Maintenance Reserve Fund contribution (weekly)
Independent Living Units		
- Studio	\$	\$
- One bedroom	\$97.00	\$32.00
- Two bedrooms	\$101.00	\$32.00
- Three bedrooms	\$106.00	\$32.00
Serviced Units		
- Studio	\$	\$
- One bedroom	\$215.50	\$26.50
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other	\$	\$
All units pay a flat rate	\$	\$

### Last three years of General Services Charge and Maintenance Reserve Fund contribution

Financial year	General Services Charge (range) (weekly)	Overall % change from previous year	Maintenance Reserve Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
2019	\$87.50 to \$200.00	2.3%/3.9%	\$25.00 to \$30.50	0%
2020	\$88.50 to \$208.00	1.1%/4%	\$25.50 to \$31.00	2%/ 1.6%
2021	\$94.50 to \$213.00	6.8%/2.4%	\$26.00 to \$31.50	2%/ 1.6%

**Units within a community title scheme only**

Body Corporate fees and contributions are payable by residents in units that are within a community title scheme only. Where the resident owns the freehold unit, the body corporate fees are payable by the resident to the body corporate. For leasehold units, the body corporate fees may be passed on under the terms of the lease with the operator.

**Current weekly rates of Body Corporate fees and sinking fund**

Type of Unit	Body Corporate Administrative Fund fee (weekly)	Body Corporate Sinking Fund contribution (weekly)
<b>Independent Living Units</b>		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
<b>Serviced Units</b>		
- Studio	\$	\$
- One bedroom	\$	\$
- Two bedrooms	\$	\$
- Three bedrooms	\$	\$
Other	\$	\$

**Last three years of Body Corporate Administrative Fund Fee and Sinking Fund contribution**

Financial year	Body Corporate Administrative Fund fee (weekly)	Overall % change from previous year (+ or -)	Sinking Fund contribution (range) (weekly)	Overall % change from previous year (+ or -)
	\$.....to \$.....	.....%	\$..... to \$.....	.....%
	\$.....to \$.....	.....%	\$..... to \$.....	.....%
	\$.....to \$.....	.....%	\$..... to \$.....	.....%

<p><b>10.2 What costs relating to the units are not covered by the General Services Charge? (residents will need to pay these costs separately)</b></p>	<input checked="" type="checkbox"/> Contents insurance <input type="checkbox"/> Home insurance (freehold units only) <input checked="" type="checkbox"/> Electricity (not Serviced Apartments) <input checked="" type="checkbox"/> Gas	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Telephone <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Pay TV <input type="checkbox"/> Other
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<p><b>10.3 What other ongoing or occasional costs for repair, maintenance and replacement of items in, on or attached to the units are residents responsible for and pay for while residing in the unit?</b></p>	<p> <input type="checkbox"/> Unit fixtures  <input type="checkbox"/> Unit fittings  <input type="checkbox"/> Unit appliances  <input type="checkbox"/> None </p> <p><b>Additional information:</b> Costs relating to optional improvements; pest control (internal).</p>
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<p><b>10.4 Does the operator offer a maintenance service or help residents arrange repairs and maintenance for their unit?</b></p> <p>If yes: provide details, including any charges for this service.</p>	<p> <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No </p> <p>Included in General Services Charge (where maintenance/ repair applies to property owned by Bethany Christian Care). Advice given where property is resident-owned.</p>
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**Part 11– Exit fees - when you leave the village**

*A resident may have to pay an exit fee to the operator when they leave their unit or when the right to reside in their unit is sold. This is also referred to as a 'deferred management fee' (DMF).*

<p><b>11.1 Do residents pay an exit fee when they permanently leave their unit?</b></p> <p>If yes: list all exit fee options that may apply to new contracts</p>	<p> <input checked="" type="checkbox"/> Yes – all residents pay an Exit Fee calculated using the same formula  <input type="checkbox"/> Yes – all new residents pay an Exit Fee but the way this is worked out may vary depending on each resident's Residence Contract  <input type="checkbox"/> No Exit Fee  <input type="checkbox"/> Other </p> <p><u>Formula for calculation of Exit Fee:</u></p> <p>Exit fee = A + B</p> <p>A = 1.25% of the Current List Price of the Accommodation Unit. However, if the term of the Licensee's occupation is longer than three calendar months, then A = 0.</p> <p>B = 5% per annum of the Current List Price, calculated on a pro rata daily basis for each day from the date when the Licensee entered into occupation of the Accommodation Unit, until (and including) the date the resident gives vacant possession of the Accommodation Unit by handing in the keys to the Scheme Operator, up to a maximum of 30% of the Current List Price.</p>
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Time period from date of occupation of unit to the date the resident ceases to reside in the unit	Exit Fee calculation based on
1 year	5% of the Current List Price
2 years	10% of the Current List Price
5 years	25% of the Current List Price
10 years	30% of the Current List Price
<p><b>Note:</b> if the period of occupation is not a whole number of years, the Exit Fee will be worked out on a daily basis.</p> <p>The maximum (or capped) Exit Fee is 30% of the Current List Price after 6 years of residence.</p> <p>The minimum Exit Fee is 1.25% of the Current List Price.</p>	

<b>11.2 What other exit costs do residents need to pay or contribute to?</b>	<input type="checkbox"/> Sale costs for the unit <input type="checkbox"/> Legal costs <input checked="" type="checkbox"/> Other costs: See 9.2 (Only if Ingoing Contribution is less than Current List Price).
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**Part 12 – Reinstatement and renovation of the unit**

<b>12.1 Is the resident responsible for reinstatement of the unit when they leave the unit?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>Reinstatement work means replacements or repairs that are reasonably necessary to return the unit to the same condition it was in when the resident started occupation, apart from:</i> <ul style="list-style-type: none"> <li>• <i>fair wear and tear; and</i></li> <li>• <i>renovations and other changes to the condition of the unit carried out with agreement of the resident and operator.</i></li> </ul> <p><i>Fair wear and tear includes a reasonable amount of wear and tear associated with the use of items commonly used in a retirement village. However, a resident is responsible for the cost of replacing a capital item of the retirement village if the resident deliberately damages the item or causes accelerated wear.</i></p> <p>Entry and exit inspections and reports are undertaken by the operator and resident to assess the condition of the unit.</p>
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<p><b>12.2 Is the resident responsible for renovation of the unit when they leave the unit?</b></p>	<p><input type="checkbox"/> Yes, all residents pay ..... % of any renovation costs (in same proportion as the share of the capital gain on the sale of their unit)</p> <p><input type="checkbox"/> Optional, only applies to residents who share in the capital gain on the sale of their unit, and the resident pays .....% of any renovation costs</p> <p><input checked="" type="checkbox"/> No</p> <p><i>Renovation means replacements or repairs other than reinstatement work.</i></p> <p>By law, the operator is responsible for the cost of any renovation work on a former resident's unit, unless the residence contract provides for the resident to share in the capital gain on the sale of the resident's interest in the unit. Renovation costs are shared between the former resident and operator in the same proportion as any capital gain is to be shared under the residence contract.</p>
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**Part 13– Capital gain or losses**

<p><b>13.1 When the resident's interest or right to reside in the unit is sold, does the resident share in the capital gain or capital loss on the resale of their unit?</b></p>	<p><input type="checkbox"/> Yes, the resident's share of the <b>capital gain</b> is ..... % the resident's share of the <b>capital loss</b> is ..... % OR is based on a formula</p> <p><input type="checkbox"/> Optional - residents can elect to share in a capital <b>gain</b> or <b>loss</b> option the resident's share of the <b>capital gain</b> is ..... % the resident's share of the <b>capital loss</b> is ..... % OR is based on a formula</p> <p><input checked="" type="checkbox"/> No</p>
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**Part 14 – Exit entitlement**

*An exit entitlement is the amount the operator may be required to pay the former resident under a residence contract after the right to reside is terminated and the former resident has left the unit.*

<p><b>14.1 How is the exit entitlement which the operator will pay the resident worked out?</b></p>	<p>An amount equal to the amount of the Ingoing Contribution:</p> <ul style="list-style-type: none"> <li>• less the Exit Fee as calculated by the Residence Contract;</li> <li>• less the unpaid amount of any interest charged on the amount of the difference as specified in Item K of the Schedule to the Residence Contract; and</li> <li>• less any other amounts owing or outstanding or other adjustments under the Residence Contract.</li> </ul> <p>To avoid doubt, the Licensee is not entitled to receive any capital gain, and not required to pay any capital loss related to the Residence Contract.</p>
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<p><b>14.2 When is the exit entitlement payable?</b></p>	<p>By law, the operator must pay the Exit Entitlement to a former resident on or before the <b>earliest</b> of the following days:</p> <ul style="list-style-type: none"> <li>• the day stated in the Residence Contract</li> <li>• 14 days after the settlement of the sale of the right to reside in the unit to the next resident or the operator</li> <li>• 18 months after the termination date of the resident's right to reside under the Residence Contract, even if the unit has not been resold, unless the operator has been granted an extension for payment by the Queensland Civil and Administrative Tribunal (QCAT).</li> </ul> <p>In addition, an operator is entitled to see probate or letters of administration before paying the Exit Entitlement of a former resident who has died.</p>
<p><b>14.3 What is the turnover of units for sale in the village?</b></p>	<p>25 accommodation units were vacant as at the end of the last financial year</p> <p>12 accommodation units were resold during the last financial year</p> <p>9.6 months was the average length of time to sell a unit over the last three financial years</p>

**Part 15– Financial management of the village**

<p><b>15.1 What is the financial status for the funds that the operator is required to maintain under the Retirement Villages Act 1999?</b></p>	<p><b>General Services Charges</b> for the last 3 years</p>		
	Financial Year	Deficit/Surplus	Change from previous year
	2019	\$15,444	-28%
	2020	\$15,760	-20.2%
	2021	\$19,724	-25.2%
	Balance of <b>Maintenance Reserve Fund</b> for last financial year <i>OR</i> last quarter if no full financial year available		\$637,676
	Balance of <b>Capital Replacement Fund</b> for the last financial year <i>OR</i> last quarter if no full financial year available		\$311,806
Percentage of a resident ingoing contribution applied to the Capital Replacement Fund		8%	
<p>The operator pays a percentage of a resident's ingoing contribution, as determined by a quantity surveyor's report, to the Capital Replacement Fund. This fund is used for replacing the village's capital items.</p>			
<p>OR</p> <p><input type="checkbox"/> the village is not yet operating.</p>			

**Part 15– Financial management of the Body Corporate**

**Note:** All freehold community title scheme residents who own their unit are members of the body corporate.

<b>15.2 What is the financial status of the Body Corporate funds in a freehold village?</b>	<b>Administrative Fund</b> for the last 3 years			
	Financial Year	Deficit / Surplus	Balance	Change in balance from previous year
		\$	\$	%
		\$	\$	%
		\$	\$	%
	Balance of the <b>Sinking Fund</b> to cover spending of a capital or non-recurrent nature for the last financial year <i>OR</i> last quarter if no full financial year available			\$.....
OR				
<input type="checkbox"/> the village is not yet operating.				

**Part 16 – Insurance**

The village operator must take out general insurance, to full replacement value, for the retirement village, including for:

- communal facilities; and
- the accommodation units, other than accommodation units owned by residents.

Residents contribute towards the cost of this insurance as part of the General Services Charge.

<b>16.1 Is the resident responsible for arranging any insurance cover?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, the resident is responsible for these insurance policies:	Contents Insurance

**Part 17 – Living in the village**

***Trial or settling in period in the village***

<b>17.1 Does the village offer prospective residents a trial period or a settling in period in the village?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes: provide details including, length of period, relevant time frames and any costs or conditions	



<b>Pets</b>	
<p><b>17.2 Are residents allowed to keep pets?</b></p> <p>If yes: specify any restrictions or conditions on pet ownership</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>No large pets (eg dogs, cats)</p>
<b>Visitors</b>	
<p><b>17.3 Are there restrictions on visitors staying with residents or visiting?</b></p> <p>If yes: specify any restrictions or conditions on visitors (e.g. length of stay, arrange with manager)</p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Subject to notification to management and approval of length of stay.</p>
<b>Village by-laws and village rules</b>	
<p><b>17.4 Does the village have village by-laws?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents may, by special resolution at a residents meeting and with the agreement of the operator, make, change or revoke by-laws for the village.</i></p> <p><i>Note: See notice at end of document regarding inspection of village by-laws</i></p>
<p><b>17.5 Does the operator have other rules for the village.</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>If yes: Residents' Information Handbook</p>
<b>Resident input</b>	
<p><b>17.6 Does the village have a residents committee established under the Retirement Villages Act 1999?</b></p>	<p><input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>By law, residents are entitled to elect and form a residents committee to deal with the operator on behalf of residents about the day-to-day running of the village and any complaints or proposals raised by residents.</i></p> <p><i>You may like to ask the village manager about an opportunity to talk with members of the resident committee about living in this village.</i></p>
<b>Part 18 – Accreditation</b>	
<p><b>18.1 Is the village voluntarily accredited through an industry-based accreditation scheme?</b></p>	<p><input checked="" type="checkbox"/> No, village is not accredited</p> <p><input type="checkbox"/> Yes, village is voluntarily accredited through:</p>
<p><b>Note:</b> Retirement village accreditation schemes are industry-based schemes. The <i>Retirement Villages Act 1999</i> does not establish an accreditation scheme or standards for retirement villages.</p>	

## Part 19 – Waiting list

### 19.1 Does the village maintain a waiting list for entry?

Yes, if applicable    No

If yes,

- what is the fee to join the waiting list?

No fee

Fee of \$..... which is

refundable on entry to the village

non-refundable

## Access to documents

**The following operational documents are held by the retirement village scheme operator and a prospective resident or resident may make a written request to the operator to inspect or take a copy of these documents free of charge. The operator must comply with the request by the date stated by the prospective resident or resident (which must be at least seven days after the request is given).**

- Certificate of registration for the retirement village scheme
- Certificate of title or current title search for the retirement village land
- Village site plan
- Plans showing the location, floor plan or dimensions of accommodation units in the village
- Plans of any units or facilities under construction
- Development or planning approvals for any further development of the village
- The annual financial statements and report presented to the previous annual meeting of the retirement village
- Statements of the balance of the capital replacement fund or maintenance reserve fund or Income and expenditure for general services at the end of the previous three financial years of the retirement village
- Statements of the balance of any Body Corporate administrative fund or sinking fund at the end of the previous three years of the retirement village
- Examples of contracts that residents may have to enter into
- Village dispute resolution process
- Village by-laws
- Village insurance policies and certificates of currency
- A current public information document (PID) continued in effect under section 237I of the Act (this applies to existing residence contracts)

*An example request form containing all the necessary information you must include in your request is available on the Department of Housing and Public Works website.*

## Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at [www.hpw.qld.gov.au](http://www.hpw.qld.gov.au)

## General Information

General information and fact sheets on retirement villages: [www.qld.gov.au/retirementvillages](http://www.qld.gov.au/retirementvillages)

For more information on retirement villages and other seniors living options: [www.qld.gov.au/seniorsliving](http://www.qld.gov.au/seniorsliving)

## Regulatory Services, Department of Housing and Public Works

Regulatory Services administers the *Retirement Villages Act 1999*. This includes investigating complaints and alleged breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3008 3450

Email: [regulatoryservices@hpw.qld.gov.au](mailto:regulatoryservices@hpw.qld.gov.au)

Website: [www.hpw.qld.gov.au/housing](http://www.hpw.qld.gov.au/housing)

## Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance for residents and prospective residents of retirement villages and manufactured home parks in Queensland.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: [www.caxton.org.au](http://www.caxton.org.au)

## Department of Human Services (Australian Government)

Information on planning for retirement and how moving into a retirement village can affect your pension

Phone: 132 300

Website: [www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement](http://www.humanservices.gov.au/individuals/subjects/age-pension-and-planning-your-retirement)

## Seniors Legal and Support Service

These centres provide free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc.

1 Manning Street, South Brisbane, QLD 4101

Phone: 07 3214 6333

Email: [caxton@caxton.org.au](mailto:caxton@caxton.org.au)

Website: <https://caxton.org.au>

## Queensland Law Society

Find a solicitor  
Law Society House  
179 Ann Street, Brisbane, QLD 4000  
Phone: 1300 367 757  
Email: [info@qls.com.au](mailto:info@qls.com.au)  
Website: [www.qls.com.au](http://www.qls.com.au)

### **Queensland Civil and Administrative Tribunal (QCAT)**

This independent decision-making body helps resolve disputes and reviews administrative decisions.

GPO Box 1639, Brisbane, QLD 4001  
Phone: 1300 753 228  
Email: [enquiries@qcat.qld.gov.au](mailto:enquiries@qcat.qld.gov.au)  
Website: [www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

### **Department of Justice and Attorney-General**

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518  
Toll free: 1800 017 288  
Website: [www.justice.qld.gov.au](http://www.justice.qld.gov.au)

### **Livable Housing Australia (LHA)**

The Livable Housing Guidelines and standards have been developed by industry and the community to provide assurance that a home is easier to access, navigate and live in, as well as more cost effective to adapt when life's circumstances change.

Website: [www.livablehousingaustralia.org.au/](http://www.livablehousingaustralia.org.au/)